

A.G. Contract No KR98-2024TRN  
ADOT ECS File No. JPA 98-149  
Project: RAM-600-1-423  
TRACS: 101L MA 055/H 4866 01C  
Section: Price TI - Guadalupe Road  
City of Tempe Contract #C98-259

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF TEMPE

THIS AGREEMENT is entered into 22 February, 1999 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ( the "State" ) and the CITY OF TEMPE, acting by and through its Mayor and City Council, ( the "City" )

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State has a proposed landscape and irrigation project located on the Price Freeway (101L) and US 60 in the cities of Mesa and Tempe. The project is located on SR 101L beginning at M.P. 54.06 and extends south to M.P. 56.06 and on US 60 beginning at M.P. 175.41 and extends east to M.P. 177.41.

4. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on State Route 101L and US 60, within the City of Tempe. The work consists of furnishing and installing a complete and functioning computer controlled irrigation system, furnishing and planting trees and shrubs, furnishing and installing polystyrene wall graphics and other incidental work, herein referred to as the "Project". The landscape and irrigation system will be constructed to City of Tempe standards along SR 101L frontage roads within city maintenance limits, as shown on the attached Maintenance Exhibit, as approved by the City of Tempe and the State

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

Post-it® Fax Note	7671	Date	5/9/02	# of pages	21
To	Larry Shobe	From	RICHARD M. HARRIS		
Co /Dept	City Tempe	Co	ADOT-JPA		
Phone #	(480) 350-8860	Phone #	(602) 712-8369		
Fax #	-8878	Fax #	x 7424		

NO. 23004  
Filed with the Secretary of State  
Date Filed: 02/22/99

*Debra Bayless*  
Secretary of State

*Dick V. Graenewold*

## **II. SCOPE OF WORK**

1. The State will prepare landscape architectural plans for the landscaping and irrigation Project and submit them to the City for concurrence.

2. After City concurrence of the plans, the Project will be constructed by the State, using State and Federal funds.

3. The City shall furnish and install necessary water services. The water service listed on the project plans, shall be at the City's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the irrigation system within the Project limits according to the Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system. In addition, the City shall assume all responsibility for the sidewalks within the Project limits according to the Maintenance Exhibit.

6. The City hereby agrees to maintain the landscaping within the Project limits according to the Maintenance Exhibit. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and insecticide/herbicide dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five ( 5 ) years from the effective date, unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five ( 5 ) years unless either party shall give notice in writing to the other not less than one ( 1 ) month nor more than three ( 3 ) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty ( 60 ) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ. 85007

City of Tempe  
Director of Public Works  
P.O. Box 5002  
Tempe, Az. 85280

7. Attached hereto is the written determination of each party's legal council the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

8. Attached hereto is the written determination of each party's legal council the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

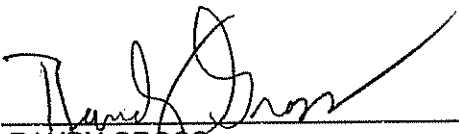
CITY OF TEMPE

STATE OF ARIZONA  
Department of Transportation

By   
NEIL G. GIULIANO  
Mayor

By   
VICTOR M. MENDEZ, P.E.  
Deputy State Engineer

ATTEST

By   
RANDY GROSS  
City Clerk

98-149.doc  
04Nov98

RESOLUTION

BE IT RESOLVED on this 20th day of August 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Tempe, for the purpose of defining responsibilities for their respective duties for the landscape construction and maintenance on Price Freeway (101L) and US 60 within the City of Tempe.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID ALLOCCO, Manager  
Engineering Technical Group

for MARY E. PETERS, Director

## Intergovernmental Agreement Maintenance Limits

<u>Maintenance Exhibit pg. #</u>	<u>City of Tempe Limits</u>	<u>Description</u>
2,3	Ramp W-S sta. 16+00 to sta. 54+10	Area behind noise wall, adjacent to neighborhood alley.
3,7	Ramp W-S sta. 54+10 to sta. 66+75	Area south and west of noise wall adjacent to neighborhood alley, to R/W line.
3,6	West Frontage Road from Southern Avenue to sta. 3052+00	Areas west of noise wall to neighborhood wall/R/W line
3,7,8	West Frontage Road sta. 3065+55 to Baseline Road	Area west of noise wall to R/W line
8	West median on Baseline Road	
4,6	Southern Avenue to East Frontage Road sta. 3050+58	Areas east of noise wall adjacent to neighborhood wall/R/W line.
4,6	East Frontage Road sta. 3038+50 to sta. 3051+50	Areas behind noise wall adjacent to alley, to R/W line.
4,6	Ramp E-N sta. 32+00 to sta. 63+00 (Tempe Canal)	Area east and north of noise wall adjacent to alley, to R/W line
8,9	Baseline Road to West Frontage Road sta. 3095+56	Area west of frontage road between roadway curb and neighborhood walls.
8,9	West Frontage Road sta. 3095+56 to Guadalupe Road	Area west of noise wall to R/W line.
9	West Frontage Road sta. 3135+00 to Guadalupe Road	Area west of frontage road between roadway curb and noise wall.
9	West medians on Guadalupe Road	

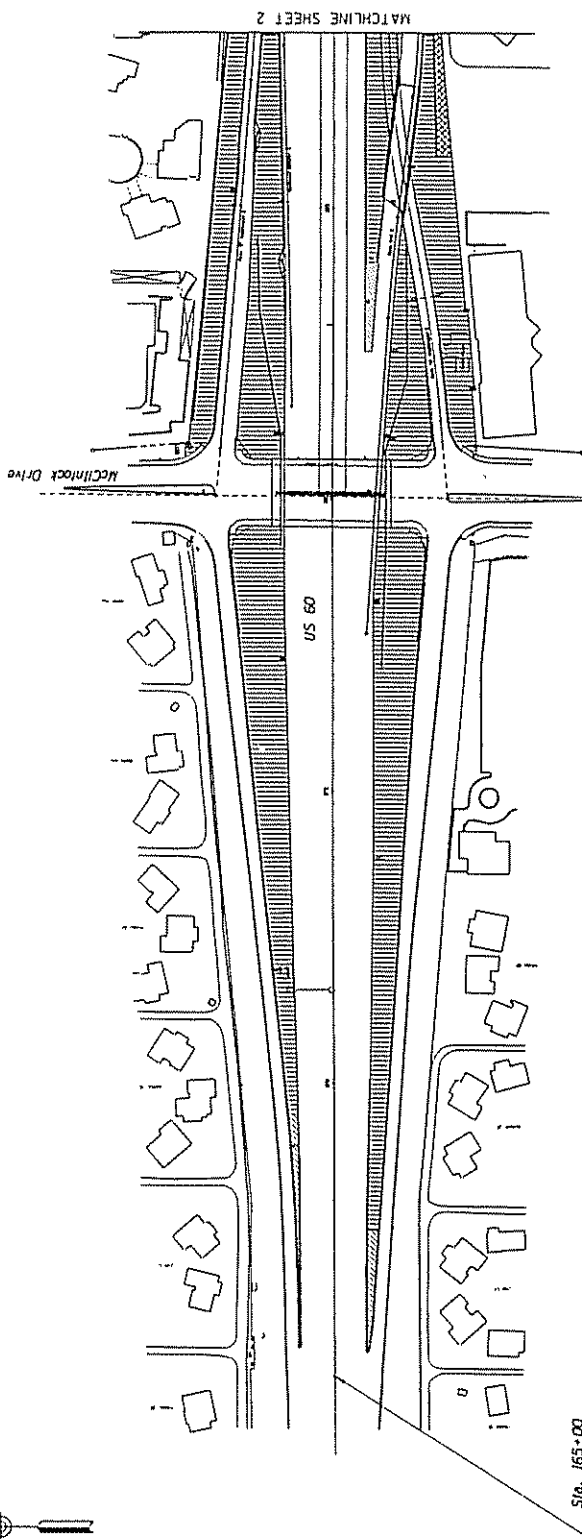
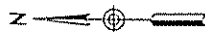
## Intergovernmental Agreement Maintenance Limits

<u>Maintenance Exhibit pg.#</u>	<u>City of Mesa Limits</u>	<u>Description</u>
7,8	East Frontage Road sta. 3077+76 to Baseline Road	Area east of noise wall to neighborhood wall/RW/ line
8	East Median at Baseline Road	
8,9	Baseline Road to Guadalupe Road	Areas east of noise wall to neighborhood wall/RW line
9	East Medians on Guadalupe Road	

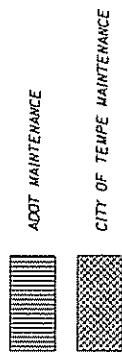
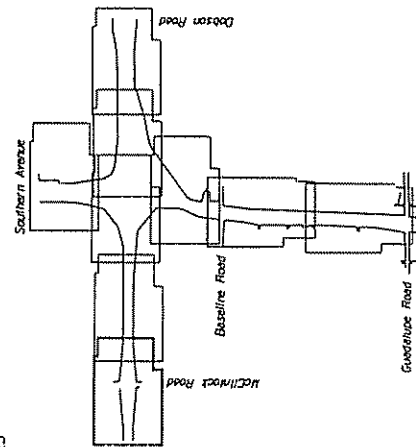
STATE HIGHWAY  
PRICE FREEWAY (SR-101L)  
RAM 600-1-**551**  
101L MA 055

FINAL MAINTENANCE EXHIBIT  
JPA 98-148 & JPA 98-149  
(MESA) (TEMPE)

DATE	BY	PROJECT NO.	SHEET NO.	TOTAL SHEETS
11/1/00	RAM	600-1-423	1	5



Sta. 165+00  
Begin Project RAM 600-1-423



DATE	11-00	BY	RAM	PROJECT NO.	600-1-423	SHEET NO.	1	TOTAL SHEETS	5
JPA 98-148 & JPA 98-149 ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION ROADSIDE DEVELOPMENT SERVICES FINAL MAINTENANCE EXHIBIT									

PRICE: \$11.00

TRACS NO. H 4866 OIC

11/1/00 11:00 AM

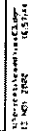
11/1/00 11:00 AM

11/1/00 11:00 AM

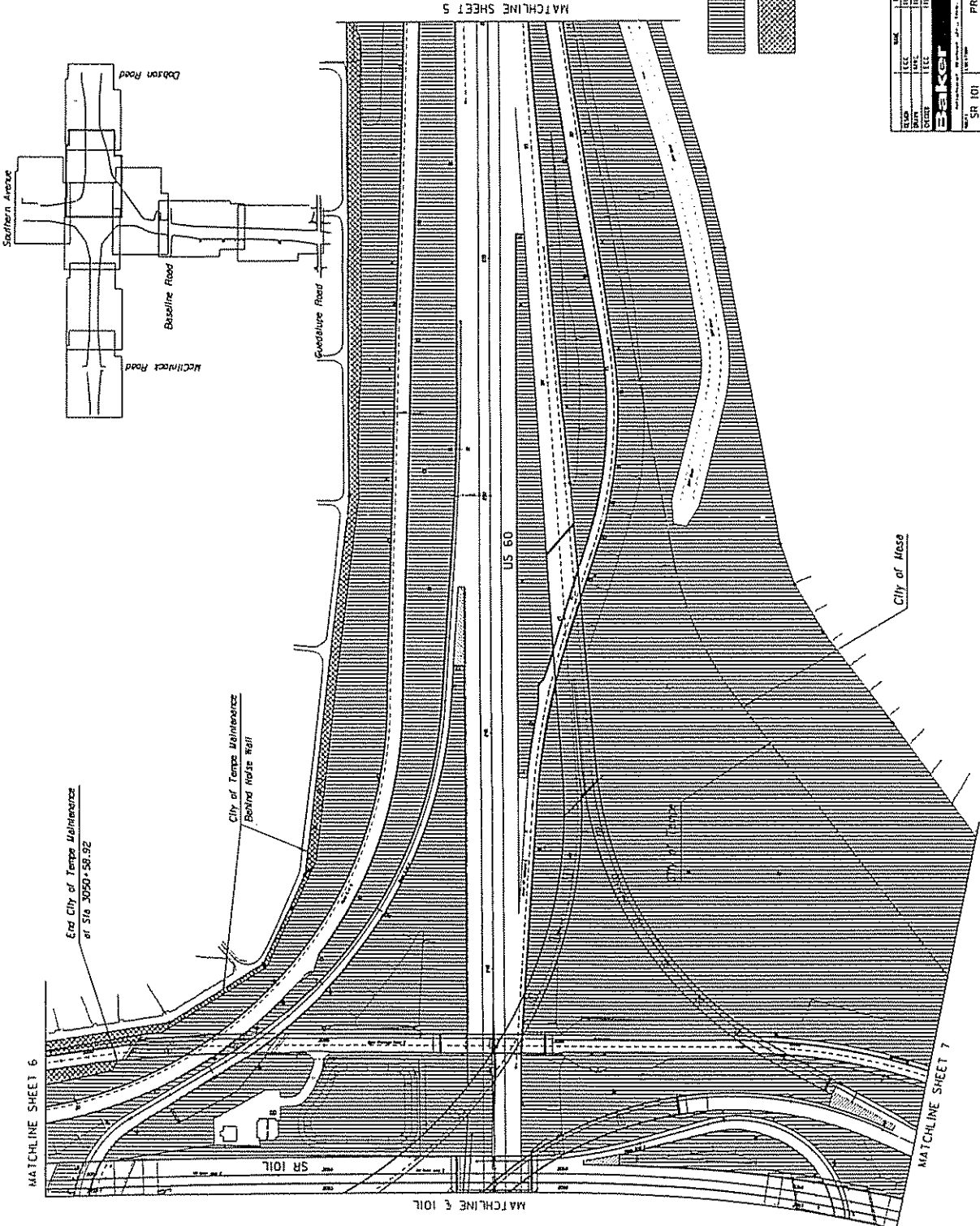
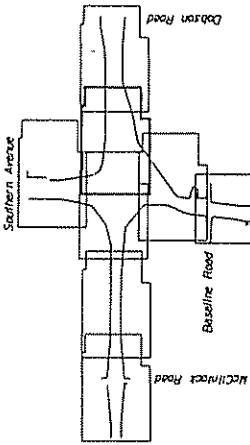
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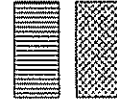




PROJECT NO.	SR 101	DATE	11-1-88
BY	SR 101	DATE	11-1-88
CHECKED	SR 101	DATE	11-1-88
APPROVED	SR 101	DATE	11-1-88



DATE	11-1-88	BY	SR 101
CHECKED	SR 101	DATE	11-1-88
APPROVED	SR 101	DATE	11-1-88



PROJECT NO.	SR 101	DATE	11-1-88
BY	SR 101	DATE	11-1-88
CHECKED	SR 101	DATE	11-1-88
APPROVED	SR 101	DATE	11-1-88

TRACS NO. H 4866 01C

PRICE T1-GUADALUPE ROAD

SR 101

FINAL MAINTENANCE EXHIBIT

ARIZONA DEPARTMENT OF TRANSPORTATION

INFRASTRUCTURE DIVISION

ROADSIDE DEVELOPMENT SERVICES

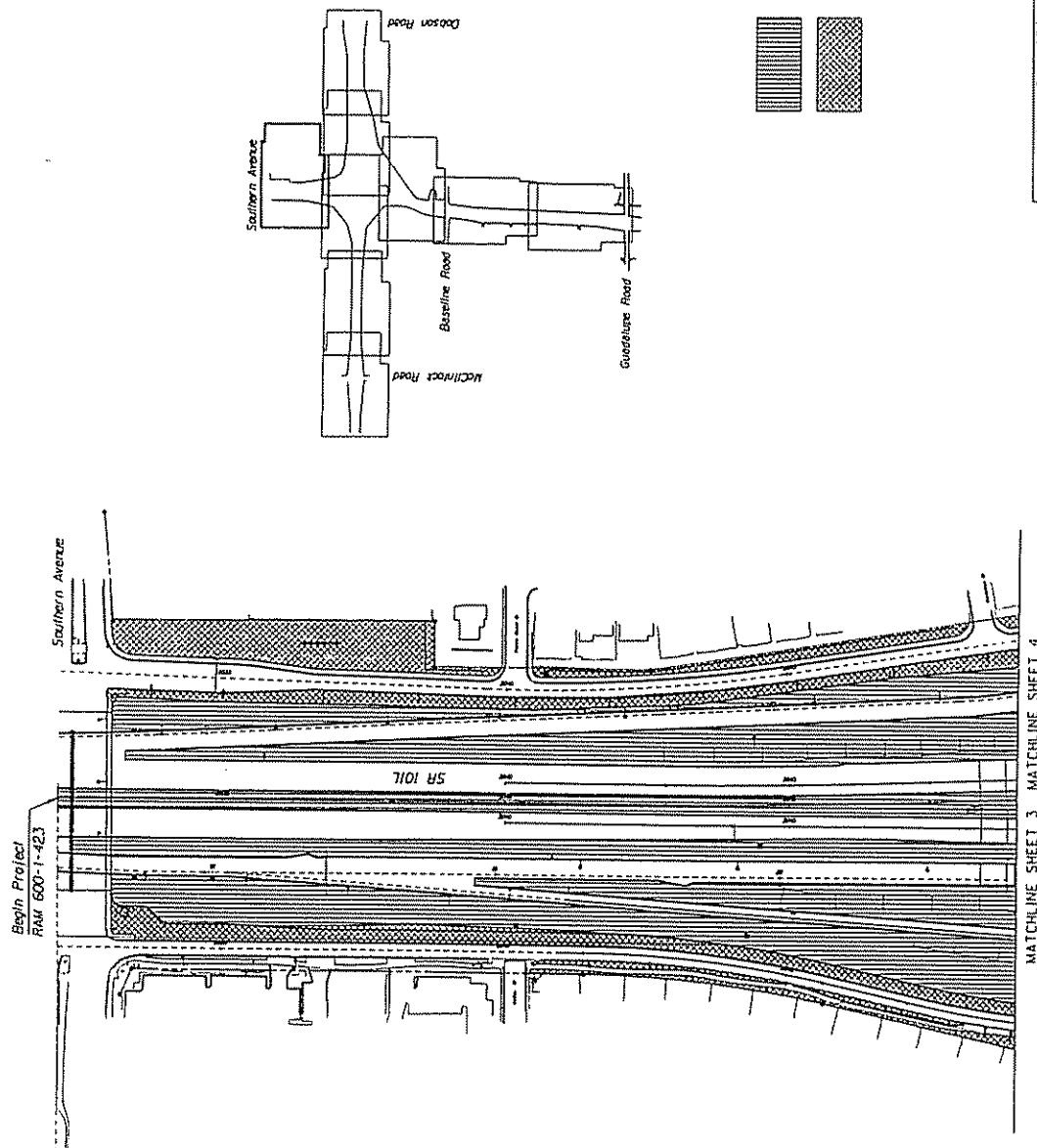
PA 98-148 & 98-149

OF



DATE	DESCRIPTION	AMOUNT	BALANCE
9	9	6	9
9	9	6	9

15



MATCHLINE SHEET 3 MATCHLINE SHEET 4

ADOT MAINTENANCE

CITY OF TEMPE MAINTENANCE

FILED	DATE	TIME	FILE
FILED	DEC 11	11:00	221
FILED	DEC 11	11:00	221
FILED	DEC 11	11:00	221

**Baker**

JPA 98-148 & JPA 95-149

ARIZONA DEPARTMENT OF TRANSPORTATION  
INTERSTATE TRANSPORTATION DIVISION  
ROADSIDE DEVELOPMENT SERVICE

FINAL MAINTENANCE EXHIBIT

SR 101 PRICE TI-GUADALUPE ROAD

TRACS NO. H 4866 OIC

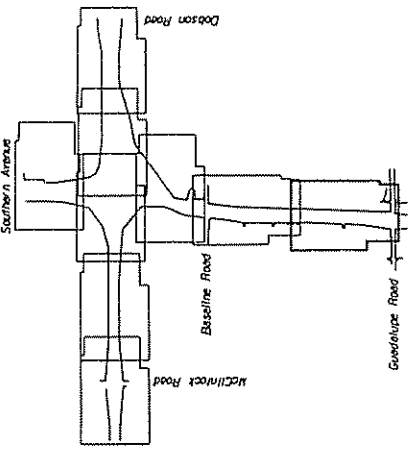
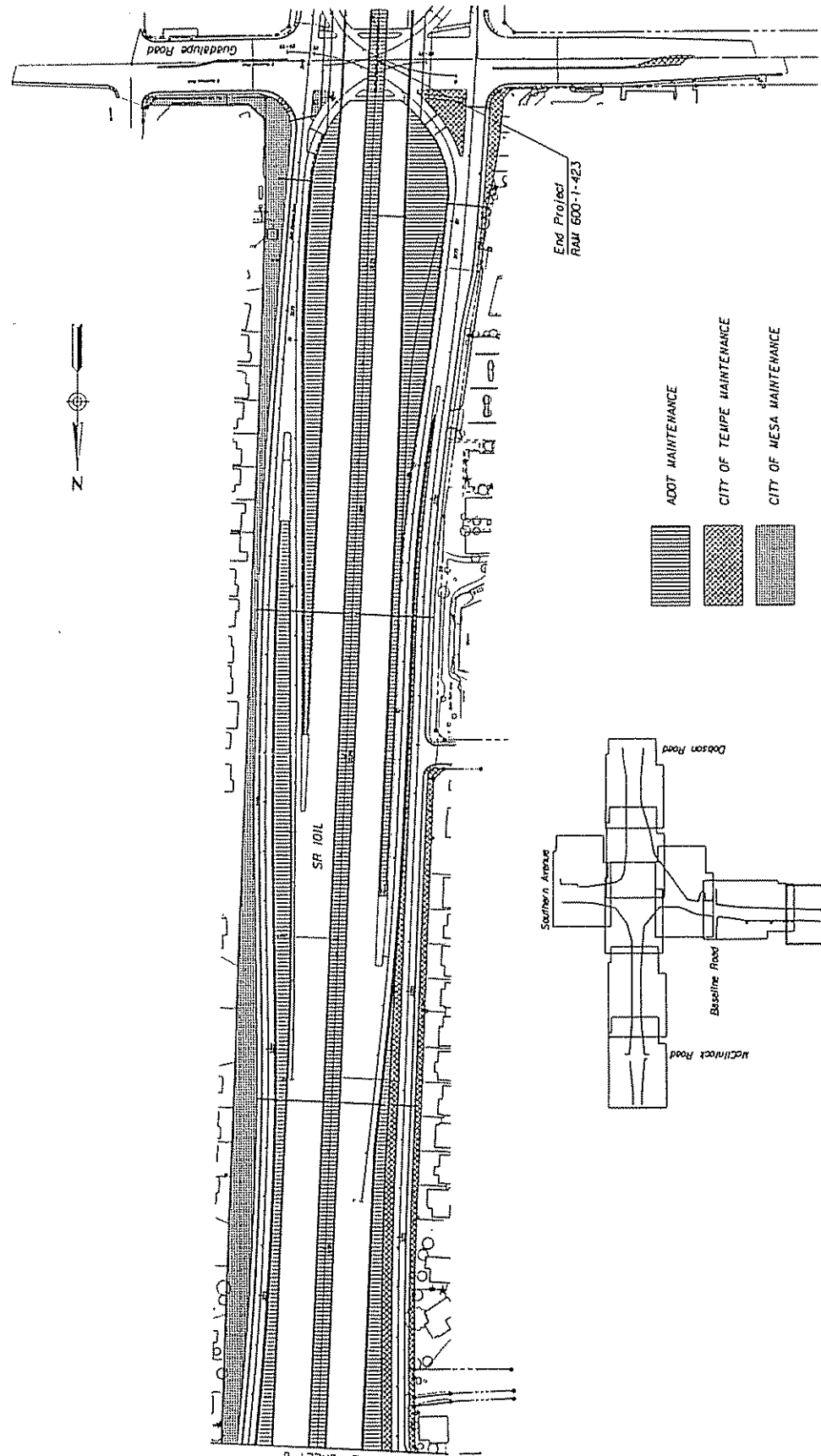
U.S. DEPARTMENT OF AGRICULTURE  
WASHINGTON, D.C. 20250





DATE	11/11/11	PROJECT NO.	SR 101	1/1	1/1
BY	Q	REV	RAM 600-1-423	Q	Q
SCALE	1"=100'	DATE	11/11/11	BY	Q

SR 101



- ADOT MAINTENANCE
- CITY OF TEMPE MAINTENANCE
- CITY OF MESA MAINTENANCE

End Project  
RAM 600-1-423

JPA 98-148 & JPA 98-149

STATE	ARIZONA	PROJECT NO.	SR 101	1/1	1/1
BY	Q	REV	RAM 600-1-423	Q	Q
SCALE	1"=100'	DATE	11/11/11	BY	Q

TRACS NO. H 4866 OIC

OF



APPROVAL OF THE CITY OF TEMPE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF TEMPE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

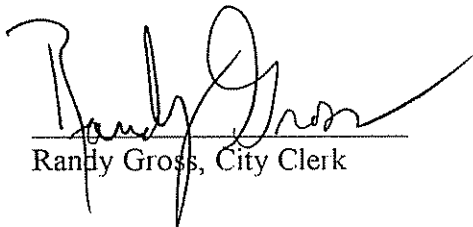
DATED this 18<sup>th</sup> day of Nov., 1998.

C. Brad Woodford  
City Attorney



I, Randy Gross, City Clerk of the City of Tempe, Maricopa County, Arizona, do hereby certify the attached to be a true and exact copy of Resolution No 98 69 approved by the Tempe City Council on November 12, 1998

DATED this 24th day of November, 1998

A handwritten signature in black ink, appearing to read 'Randy Gross', written over a horizontal line.

Randy Gross, City Clerk

RESOLUTION NO 98 69

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF  
TEMPE, ARIZONA, AUTHORIZING THE EXECUTION OF  
AN AGREEMENT WITH THE STATE OF ARIZONA,  
DEPARTMENT OF TRANSPORTATION.

\*\*\*\*\*

WHEREAS, it is to the mutual BENEFIT of the State of Arizona, Department of Transportation and the City of Tempe to enter into an agreement specifying their respective construction and maintenance responsibilities concerning certain landscaping and irrigation improvements adjacent to U.S. 60 from McClintock Drive to Price Road and along frontage roads along 101L (Price Freeway) from Southern Avenue to Guadalupe Road, and

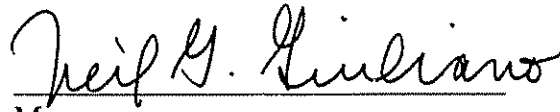
WHEREAS, the Arizona Department of Transportation has prepared an agreement setting forth the responsibilities for construction and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

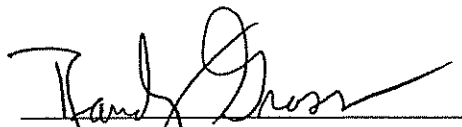
That the Mayor of the City of Tempe is hereby authorized to execute an agreement with the State of Arizona, Department of Transportation setting forth the provisions and responsibilities for the construction and maintenance of certain landscaping and irrigation improvements along U.S. 60 and Price Freeway.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE,

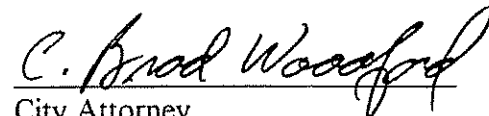
ARIZONA this 12<sup>th</sup> day of November, 1998.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

JANET NAPOLITANO  
ATTORNEY GENERAL

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-2024TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE February 16, 1999.

GRANT WOODS

Attorney General

JAMES R. REDPATH

Assistant Attorney General

Transportation Section

JRR:et/19063

Enc.